

Invitation To Bid

Addendum # 1



Department Of Executive Services
Finance and Business Operations Division
Procurement and Contract Services Section
206-684-1681 TTY RELAY: 711

ADDENDUM DATE: September 15, 2006

ITB Title: Architectural Fiberglass and Water Spray Items -
King County Aquatic Center

ITB Number: 13119 PXR

Due Date/Time: September 21, 2006 - 2:00 PM

Buyer: Paul Russell, paul.russell@metrokc.gov, 206-684-1054

Q#	Subsection	Question	Addenda Item
Part 1, SECTION 3 Standard Contractual Terms and Conditions			
1		What is the process if we do not agree with all of the terms and conditions of the Contract	CLARIFICATION: You may request changes to the language, which may result in the County producing an Addendum modifying the language in the ITB. At the time of bid opening you must agree to all Terms and Conditions, or your bid may be deemed non responsive.
2	3.21 Equal Benefits To Employees with Domestic Partners	We do not have a policy like this in place. Nor can we agree to do so without a better understanding of how it would impact our company as a whole, not just for this particular project. Our preference is that this requirement is deleted from the contract	CLARIFICATION: This requirement will remain as written in the bid. Call Dale Sirek, EB coordinator at 206-684-1211 if you want more clarification on the Equal Benefit program.
Part 1, SECTION 4 Specific Contractual Terms and Conditions			
3	4.4 Warranty	Our standard warranty is for one (1) year. We would like the warranty term to be revised from five (5) years, to one (1) year	CLARIFICATION: See change to the price sheet Attachment #1. There are now price lines for an extended warranty period resulting in a three year warranty & an extended warranty period resulting in a five year warranty DELETE: first paragraph The Contractor warrants that the work performed under this Contract shall be free from defects in material and workmanship, and shall conform to all requirements of this Contract, for a period of five (5) years from date of acceptance of such work by the County. Any work corrected shall be subject to

This ITB Addendum will be provided in alternative formats such as Braille, large print, audiocassette or computer disk for individuals with disabilities upon request.

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			<p>this subsection to the same extent as the work initially provided.</p> <p>REPLACE WITH:</p> <p>The Contractor warrants that the work performed under this Contract shall be free from defects in material and workmanship, and shall conform to all requirements of this Contract, for a period of one (1) year from date of acceptance of such work by the County. Any work corrected shall be subject to this subsection to the same extent as the work initially provided.</p> <p>The County may purchase an extended warranty past the initial warranty year. The extended warranty is limited to the following coverage: Contractor shall warrant fabrication for the chosen extended warranty period for general structural and mechanical integrity, and but not limited to for the following conditions:</p> <ul style="list-style-type: none"> • Fiberglass de-lamination. • Attachment and insert pullout. • Color fade. • Fiber bloom. • Gel-coat crazing and cracking
4	4.8 Insurance Requirements	<p>We do not carry, nor are we able to carry Errors & Omissions insurance. It's our understanding that this is usually a requirement for a firm providing Professional services, such as a licensed architecture, or engineering firm. We would request this requirement is deleted from the contract.</p>	<p>CLARIFICATION: The County is willing to provide an alternate path to cover the County for Professional Liability, errors and Omissions insurance</p> <p>DELETE:</p> <p>Prior to the award of a contract, the Contractor shall obtain and maintain the minimum insurance set forth herein for the duration of this contract for itself and any subcontractor performing work. By requiring such minimum insurance, the County shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this Contract. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage. The Contractor shall maintain limits and scope of insurance no less than:</p> <p>General Liability \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage, and for those</p>

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			<p>policies with aggregate limits, a \$2,000,000 aggregate limit;</p> <p>Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage;</p> <p>Professional Liability, errors and Omissions: \$1,000,000 per Claim and in Aggregate.</p> <p>Workers' Compensation: Statutory requirements of the state of residency;</p> <p>Employers Liability Stop Gap: \$1,000,000.</p> <p>The County, its officers, officials, employees and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor in connection with this Contract. Use the above exact language on the Endorsement Form. The County requires this Endorsement to complete the Contract.</p> <p>REPLACE WITH:</p> <p>Prior to the award of a contract, the Contractor shall obtain and maintain the minimum insurance set forth herein for the duration of this contract for itself and any subcontractor performing work. By requiring such minimum insurance, the County shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this Contract. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage. The Contractor shall maintain limits and scope of insurance no less than:</p> <p>A. General Liability \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a \$2,000,000 aggregate limit;</p> <p>Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage;</p> <p>B. Professional Liability, errors and Omissions:</p>

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			<p>\$1,000,000 per Claim and in Aggregate.</p> <p>This requirement applies only to structural design work of the custom fabricated products included in Schedules 1 and 2 that is to be performed by a licensed engineer. If the contractor does not carry this coverage the licensed engineer that stamps the drawings shall have the professional liability, errors and omissions coverage.</p> <p>C. Product Liability as defined in the State of Washington RCW</p> <p>D. Workers' Compensation: Statutory requirements of the state of residency;</p> <p>E. Employers Liability Stop Gap: \$1,000,000.</p> <p>The County, its officers, officials, employees and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor in connection with this Contract. Use the above exact language on the Endorsement Form. The County requires this Endorsement to complete the Contract.</p>
Part 2, Section 5 Technical Specifications 06610			
5.	PART 1 General 1.7 Contract Submittals		<p>CLARIFICATION:</p> <p>The County added another requirement to the Shop drawing – an approval stamp and review.</p> <p>The Section has been reorganized into</p> <p>DELETE Section 1.7 in its entirety.</p> <p>1.7 CONTRACT SUBMITTALS</p> <p>A. Product samples for initial selection: Submit minimum 3 x 5-inch (maximum 8 x 10 inch) samples of available fiberglass colors, textures and finishes.</p> <p>B. Final Design Drawings: Shall illustrate the design, identify all components, shapes and objects shown in the concept design drawings. The drawings shall identify aesthetic differences proposed to be incorporated with the final design that are different from the concept design drawings.</p> <p>C. Shop Drawings – Custom Fabrication: Shall illustrate dimensions, adjacent construction, materials, thickness, fabrications details,</p>

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			<p>required clearances, field jointing, tolerances, colors, finishes, methods of support, integration of components and anchorages, and attachments to structure (building).</p> <p>D. Shop Drawings—Water Features: Interactive water features and connection fittings to overhead pool re-circulation piping. <i>Piping provided by others</i></p> <p>E. Part Number: Submit list of part numbers that coordinate with labeled architectural fiberglass parts.</p> <p>F. Product Data: Submit manufacturer's product data and maintenance instructions.</p> <p>G. Detail Installation Instructions: Submit detail instructions for installation of the work. <i>Installation will be provided by others.</i> Include instructions about: attachments, fasteners, shoring, bracing, touch-up and repair, and all other instruction necessary to ensure adequate installation in accordance with fiberglass fabricator's requirements, and in order to maintain warranty.</p> <p>H. Manufacturer's instructions: Submit manufacturer's instructions and recommendations for product delivery, storage and handling.</p> <p>I. Product Samples: Submit minimum 3 x 5-inch (maximum 8 x 10 inch) samples in specified color, texture and finishes selected by Project technical representative, or Project representative.</p> <p>J. Submit manufacturer's warranty.</p> <p>REPLACE WITH:</p> <p>1.7 CONTRACT SUBMITTALS</p> <p>A. Project Schedule</p> <p>Provide schedule within 10 days of notice of Award demonstrating completion of project within 60 days. Schedule milestones shall match those specified in Addenda question 9, Section 3.04.</p> <p>B. Product samples</p> <p>1. For initial selection: Submit minimum 3 x 5-inch (maximum 8 x 10 inch) samples of available fiberglass colors, textures and finishes.</p>

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			<p>2. Prior to fabrication: Submit minimum 3 x 5-inch (maximum 8 x 10 inch) samples in specified color, texture and finishes selected by Project technical representative, or Project representative.</p> <p>C. Drawings</p> <p>1. Final Design Drawings: Shall illustrate the design, identify all components, shapes and objects shown in the concept design drawings. The drawings shall identify aesthetic differences proposed to be incorporated with the final design that are different from the concept design drawings.</p> <p>2. Shop Drawings – <u>Custom Fabrication</u>: Shall illustrate dimensions, adjacent construction, materials, thickness, fabrications details, required clearances, field jointing, tolerances, colors, finishes, methods of support, integration of components and anchorages, and attachments to structure (building).</p> <p>3. Shop Drawings – <u>Water Features</u>: Interactive water features and connection fittings to overhead pool re-circulation piping. Piping provided by others</p> <p>4. Shop Drawing Structural Stamp Requirement – The structural design shop drawings submitted for review and approval shall be sealed by a licensed engineer actively practicing in the state of Washington, with insurance coverage that is in compliance with County requirements for this project</p> <p>D. Part Number and Product Data:</p> <p>1. Submit list of part numbers that coordinate with labeled architectural fiberglass parts.</p> <p>2. Submit manufacturer's product data and maintenance instructions.</p> <p>E. Installation Instructions</p> <p>1. Detail Installation Instructions: Submit detail fabricator's requirements, and in order to maintain warranty.</p> <p>2. Manufacturer's instructions: Submit</p>

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			manufacturer's instructions and recommendations for product delivery, storage and handling.
6	PART 2 Product 2.01 Pool Water Spray / Splash Features C. Water shooting Cannon	You have specified the Water Shooting Cannon from Water Toys in your bid. Since the cannons are to be modified for continuous flow (which will probably void any warranty from Water Toys), is there any reason we would need to purchase a unit that has an interactive feature in the first place? Can we price a water spray unit that is already set up for continuous spray?	<p>CLARIFICATION: The County will be remotely turning on and off the water to the water cannon; therefore the interactive feature is not required or desired.</p> <p>DELETE Section 2.01 C. in its entirety.</p> <p>C. Water shooting Cannon, model #T402P Empex, (www.watertoys.com) or approved equal.</p> <ol style="list-style-type: none"> 1. Provide two (2) units. 2. To be located in port-holes of Pirate Ship. 3. Provide adjustable locking mechanism to allow operator to direct spray in 90 degree angle horizontal and 30 degree angle vertical 4. Modify Watershooter to provide continuous spray without interactive feature. 5. Floor mounted. <p>REPLACE WITH:</p> <p>B. Water shooting Cannon, model #T402P Empex, (www.watertoys.com) or model #W088 Water Odyssey, http://www.waterodyssey.com/products/shootersandsprayers/ or approved equal.</p> <ol style="list-style-type: none"> 1. Provide two (2) units. 2. To be located in port-holes of "pirate ship." 3. Provide adjustable locking mechanism to allow operator to direct spray in 90 degree angle horizontal and 30 degree angle vertical 4. Watershooter nozzle shall deliver a soft-feel foam by inducing air to dilute and disperse water stream, modify if necessary. 5. Watershooter shall provide continuous spray without interactive feature, modify if necessary. 6. Floor mounted.

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7	PART 2 Product 2.07 Finish	Is the interior of the Pirate ship inaccessible to the public. If there is no access to the interior, does the interior need to be finished	<p>CLARIFICATION: While the Pirate Ship interior is not accessible to the public, staff will need access to the interior. For that reason the County requires that an access door be inserted into the stern (see replacement Drawing A.3.1). Additionally the design shall allow staff to maneuver inside the ship.</p> <p>ADD:</p> <p>C. The interior finish shall be smooth, and of a dark color. Any supporting struts/supports that may be visible from outside of the ship shall also be smooth, and of a dark color.</p> <p>D: The exterior finishes of the ship shall have relief as to imitate the materials shown in the drawings. For example: the running boards along the top of the ship's hull shall be slightly protruding; the portholes shall have a perimeter trim that protrudes slightly; the port hole openings shall be slightly recessed, etc.</p> <p>E: There shall be no protrusions or recesses that can be used as handholds. All recesses and slight protrusions described above shall be less than ½ inch in each direction and with rounded edges.</p> <p>F: There shall be two holes on one side of the Pirate Ship for the water cannons, size as small as practical.</p>
8	PART 3 Execution 3.03 Installation Constraints		<p>CLARIFICATION: The Pirate Ship is to be installed by the installation Contractor on the peninsula between the two pools. The peninsula is relatively level and has two rows of tiles parallel to the edging tile. This County is not allowing the edging tile to be disturbed by the installation.</p> <p>ADD:</p> <p>3.03 Installation Constraints</p> <p>A. The peninsula deck has a tiled edge. The ship may rest on the tiles, but shall not be attached through the tiles. Attachment points shall be in non-tiled areas. The non tiled area is approximately 30 inches wide for the length of the peninsula.</p> <p>B. The sides of the ship shall reach the deck to support the weight and prevent fingers from getting under the ship.</p> <p>C. The ship sides shall be mounted on a Contrac-</p>

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			tor supplied gasket to prevent water from splashing under the ship.
9	PART 3 Execution 3.04 Payment milestones	Would you be open to us showing the cost of those custom fabrications to show two line items, first being "engineering and drawings" which would be 25% of the cost and payable when drawings are approved	CLARIFICATION: The County will allow milestone payment to be made on the Custom Fabrications Schedule 1 and 2 only. Other items may be invoiced following delivery to the Aquatic Center and inspection by the County. ADD: 3.04 Payment Milestone A. 20% Payment upon approval by the County of engineering, drawings, production schedule and materials approval. B. 30% Payment upon completion of 50% fabrication, verified and approved by the County. Note: the County may conduct a shop visit. C. 30% Payment upon delivery to King County Aquatic Center in Federal Way, WA. D. 20% Final payment upon Final Acceptance after installation
Part 2, Section 6 Bid Response			
10	6.1 Rules of Price Evaluation		DELETE: second paragraph Bidder are allowed to bid on all items in any Schedule 1a, 1b, 2a, 2b, 2c. For example bidder may bid on Schedule 1b and 2a and 2c or any other combination. REPLACE WITH: Bidder shall bid all items in a given Schedule. For example if bidder bids Schedule 3 all items in #3 a, b, c, d, e, f shall be bid. Note: The County will elect which combination of the Warranty periods to purchase at the time of Award, but reserves the right to purchase additional Warranty periods at a later date.
11	6.2 Delivery	Could we have 120 days on the custom fabrication items?	CLARIFICATION: There is no change to the delivery requirement of 60 (sixty) days after placement of an order. There are only certain dates that the Pool can be closed for construction, and these fabrications need to be on site during that closed construction window.

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12	6.4 Pricing		DELETE: 6.4 pricing page in its entirety REPLACE WITH: Attachment #1 Pricing
13	6.6 Sample to be submitted with the bid		ADD: 6.6 Sample to be submitted with the bid Submit minimum 3 x 5-inch (maximum 8 x 10 inch) sample of one or more representative fiberglass pieces showing textures and finishes appropriate to the pirate ship.
Part 2, Drawings			
14	Drawing A-1.0		CLARIFICATION: The lanterns are shown for information. DELETE: Lanterns from bid- CLARIFICATION: The children's play area doors are both the same dimension. CLARIFICATION: At installation the tipping buckets will be rotated so all three buckets tip water into the pool.
15	Drawing A-3.0		CLARIFICATION: The lanterns are shown for information. (see Section 1.3 A. 3.). DELETE: Lanterns from bid-
16	Drawing A-3.1		DELETE: A-3.1 in its entirety REPLACE WITH: Attachment #2 Pirate Ship A-3.1.

Attachment 1

Section 6.4 Pricing

Item #	Est qty	Description	Offered Manufacture / Model #	EACH Price
		Provide with bid:	Photos of the same or similar fabricated product Product specifications	
SCHEDULE 1: Custom Fabrications (Pirate Ship)				
a	1	Pirate Ship with (1) year Warranty		
b	1	Warranty for two (2) additional years past initial warranty [Total (3) yrs]		
c	1	Warranty for two (2) additional years past year three warranty [Total (5) yrs]		
d	16 Hrs	Onsite supervision and inspection during installation by others (4Hr min)		
SCHEDULE 2: Custom Fabrications (other)				
a	1	Children's play area ROOF with (1) year Warranty		
b	1	Warranty for two (2) additional years past initial warranty [Total (3) yrs]		
c	1	Warranty for two (2) additional years past year three warranty [Total (5) yrs]		
d	2	Children's play area DOOR panels with (1) year Warranty		
e	1	Warranty for two (2) additional years past initial warranty [Total (3) yrs]		
f	1	Warranty for two (2) additional years past year three warranty [Total (5) yrs]		
g	1	Wharf water scene with (1) year Warranty		
h	1	Warranty for two (2) additional years past initial warranty [Total (3) yrs]		
i	1	Warranty for two (2) additional years past year three warranty [Total (5) yrs]		
j	16 Hrs	Onsite supervision and inspection during installation by others (4Hr min)		
Item #	Est qty	Description	Offered Manufacture / Model #	EACH Price
		Provide with bid:	Catalog cut sheets with photos Product specifications	
SCHEDULE 3: Pool Water Spray \ Splash Features				
a	1	Stacked Barrel Water Spray Unit		

		with (1) year Warranty		
b	1	Warranty for two (2) additional years past initial warranty [Total (3) yrs]		
c	1	Warranty for two (2) additional years past year three warranty [Total (5) yrs]		
d	1	Water Splashing Tipping Buckets with (1) year Warranty		
e	1	Warranty for two (2) additional years past initial warranty [Total (3) yrs]		
f	1	Warranty for two (2) additional years past year three warranty [Total (5) yrs]		

SCHEDULE 4: Water Shooting Cannon

a	2	Waters Shooting Cannon with (1) year Warranty		
b	1	Warranty for two (2) additional years past initial warranty [Total (3) yrs]		
c	1	Warranty for two (2) additional years past year three warranty [Total (5) yrs]		

SCHEDULE 5: Pool Decorative Shape

a	1	Pelican		
b	1	Warranty for two (2) additional years past initial warranty [Total (3) yrs]		
c	1	Warranty for two (2) additional years past year three warranty [Total (5) yrs]		

BID DOCUMENT
CONTRACT: #

MISCELLANEOUS
POOL AREA
UPGRADE
KING COUNTY
AQUATIC FACILITY

address:

KING COUNTY AQUATIC FACILITY
6550 3RD CAMPUS DRIVE
FEDERAL WAY, WA 98003

sheet title:

RECREATION POOL
SPRAY TOT SECTION 1
ELEVATIONS

revisions:
9/13/06:
ADDENDUM #1

designer: ARR
draught: REM
checked: ARR
date: 7/19/06
scale: AS NOTED
file: 4449-A1

sheet #:

A = 3.1

